

FILE IN DOCKET

145726

Rio Grande

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

DENVER, COLORADO 80217

B AYDELOTT
PRESIDENT

October 27, 1966

RECORDATION NO. 1175-A Filed & Recorded
OCT 31 1966 - 1 10 PM

Interstate Commerce Commission
Washington, D. C. 20423

INTERSTATE COMMERCE COMMISSION

Gentlemen: Re: Supplemental Lease and Agreement to
Denver and Rio Grande Western Rail-
road Equipment Trust, Series V.
Finance Docket No. 19698

Pursuant to the provisions of Section 20c of the Interstate Commerce Act and the Rules and Regulations of the Commission relating thereto, The Denver and Rio Grande Western Railroad Company transmits to the Commission for filing and recording an original and two counterparts of Supplemental Lease and Agreement dated as of September 15, 1966, to Lease and Agreement constituting Denver and Rio Grande Western Railroad Equipment Trust, Series V, dated as of May 1, 1957, which Lease and Agreement were recorded with the Interstate Commerce Commission on April 22, 1957, and assigned recordation number 1175.

The names and addresses of the parties to the transaction are as follows:



Lease:

Lessee: The Denver and Rio Grande Western Railroad Company, a Delaware corporation,
Rio Grande Building
Denver, Colorado 80217

Lessor: United States Trust Company of New York,
45 Wall Street,
New York, N. Y. 10005

Agreement:

Trustee: United States Trust Company of New York,
45 Wall Street,
New York, N. Y. 10005

Lessee and Guarantor: The Denver and Rio Grande Western Railroad Company, a Delaware corporation.

Page 2 -

The equipment covered by the original Lease included two 50-ton 50'6" box cars, bearing the Railroad Company's road numbers 63607 and 63690. Said box cars were destroyed, and the sole purpose of the amendments herewith is to substitute two new caboose cars, bearing the Railroad Company's numbers 01508 and 01509, for and to replace said destroyed box cars numbers 63607 and 63690 under the aforesaid Lease and Agreement dated May 1, 1957, constituting Denver and Rio Grande Western Railroad Company Equipment Trust, Series V.

Fee for recordation is included in the Railroad Company's voucher for \$100.00 which is attached to the filing of Supplemental Lease and Agreement, Equipment Trust Series S, included in this mailing.

After recordation, kindly return the original of the Supplemental Lease and Agreement, showing the assigned recordation number, date and time of recording, to Ernest Porter, General Solicitor, The Denver and Rio Grande Western Railroad Company, P. O. Box 5482, Denver, Colorado 80217.

Respectfully,

A handwritten signature in dark ink, appearing to read "E. J. Anderson", with a stylized flourish at the end.

President
The Denver and Rio Grande
Western Railroad Company

October 31, 1966

Mr. Ernest Porter, Gen. Col.
The Denver and Rio Grande Western RR. Co.
P. O. Box 5612
Denver, Colorado 80217

October 31, 1966

1:10 P.M.

Supplemental Lease and Agreement dated September 15, 1966, Series U.	No. 9-9-A
Supplemental Lease and Agreement dated September 15, 1966, Series V.	No. 1175-A ✓
Supplemental Lease and Agreement dated September 15, 1966, Series W.	No. 1333-A
Supplemental Lease and Agreement dated September 15, 1966, Series X.	No. 1542-B
Supplemental Lease and Agreement dated September 15, 1966, Series AA.	No. 2117-A
Supplemental Lease and Agreement dated September 15, 1966, Series AB.	No. 2625-A
Supplemental Agreement dated September 15, 1966	No. 2591-A
Supplemental Lease and Agreement dated September 15, 1966	No. 2835-A

OCT 31 '66 145726

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OCT 31 1966 ¹¹⁻²⁻⁶⁶ 1 10 PM

COUNTERPART NO. 3

INTERSTATE COMMERCE COMMISSION

DENVER AND RIO GRANDE WESTERN RAILROAD
EQUIPMENT TRUST

Series V

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

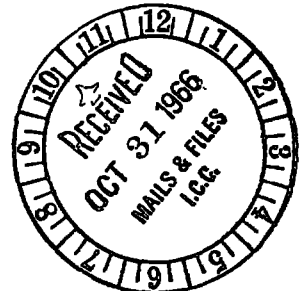
Dated as of September 15, 1966

United States Trust Company of New York
To
The Denver and Rio Grande Western
Railroad Company

SUPPLEMENTAL AGREEMENT

Dated as of September 15, 1966
Between

United States Trust Company of New York
and
The Denver and Rio Grande Western
Railroad Company



SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of the 15th day of September, 1966, between UNITED STATES TRUST COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, Trustee, (hereinafter called the "Trustee") party of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), party of the second part, WITNESSETH:

WHEREAS, by a certain Agreement, dated as of the 1st day of May, 1957, (hereinafter called the "Agreement") between Charles J. Paine and Elmer Witting, Vendors, United States Trust Company of New York, as Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 1175, April 22, 1957), there was constituted "Denver and Rio Grande Western Railroad Equipment Trust, Series V", under which certain railroad equipment therein described, including two 50-ton 50'6" box cars, designated by the Railroad Company's road numbers 63607 and 63690, were transferred to the Trustee and title to said railroad equipment vested in the Trustee; and

WHEREAS, by a certain Lease of Railroad Equipment (hereinafter called the "Lease"), dated as of the 1st day of May, 1957, to which Lease reference is hereby made, the said Trustee, acting in pursuance of the aforesaid Agreement, leased to the Railroad Company certain railroad equipment in said Agreement and said Lease particularly described, including two 50-ton 50'6" box cars, bearing Railroad Company's road numbers 63607 and 63690; and

WHEREAS, said two 50-ton 50'6" box cars, bearing Railroad Company's road numbers 63607 and 63690, have been destroyed; and

WHEREAS, it is provided by Section Fifth (a) of the Lease that the Railroad Company will replace, at its own cost, any of the Trust Equipment that may be destroyed by new standard gauge railroad rolling stock (other than work or passenger equipment) of equal value and the Railroad has contracted at its own cost to purchase and will cause to be delivered to the Trustee as in said section provided two new extended cupola caboose cars, Railroad Company's road numbers 01508 and 01509 (hereinafter referred to as "Substituted Equipment") in substitution for and to replace said two 50-ton 50'6" box cars, bearing Railroad Company's road numbers 63607 and 63690, destroyed as aforesaid.

NOW, THIS AGREEMENT WITNESSETH:

That, acting in pursuance of a Supplemental Agreement dated as of the 15th day of September, 1966, between the Trustee and the Railroad Company (hereinafter called the "Supplemental Agreement") a counterpart original whereof is annexed to and made a part hereof, the parties hereto agree that the following railroad equipment, to-wit:

Two 50-ton 50'6" box cars, bearing Railroad Company's road numbers 63607 and 63690, of the cost-less-depreciated value of \$16,686.84,

shall be and is hereby excluded from the description of the Trust Equipment in the Lease and that the term "Trust Equipment" as used in the Lease and in this Supplemental Lease shall not include said excluded railroad equipment;

That the Trustee, acting in pursuance of the Agreement, for and in consideration of the sum of One Dollar to it paid by the Railroad Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, as well as of the rents and covenants to be paid, kept and performed by the Railroad Company, has let and leased and does hereby let and lease to the Railroad Company the following Substituted Equipment, consisting of standard gauge railroad rolling stock of the Denver and Rio Grande Western Railroad Equipment Trust, Series V, to-wit:

Two extended cupola caboose cars, bearing road numbers 01508 and 01509, of the estimated cost of \$50,180.00.

As and when the said Substituted Equipment shall be transferred and delivered to the Trustee under the Supplemental Agreement, and marked in accordance with the provisions of Section Fourth of the Lease, the same shall be delivered to the Railroad Company, and shall, upon such delivery to the Railroad Company, ipso facto, and without further deed of lease or transfer, pass under and become subject to all the terms and provisions of the Lease and this Supplemental Lease, and be deemed a portion of the railroad equipment leased by the Trustee to the Railroad Company in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Railroad Company, in consideration of the premise, by these presents covenants and agrees with the Trustee as follows:

1. The Railroad Company hereby accepts (subject to the conditions mentioned in the Agreement and Supplemental Agreement) this Supplemental Lease of Railroad Equipment, and hereby covenants and agrees to accept delivery and possession hereunder and under the Lease, of the Substituted Equipment as hereinbefore provided.

2. The Railroad Company agrees that the term "Trust Equipment", wherever used herein and in the Lease, unless otherwise indicated or required by the context, shall include the Trust Equipment leased to the Railroad Company by this Supplemental Lease; that the word "Agreement", wherever used herein and in the Lease unless otherwise indicated or required by the context, shall include the Supplemental Agreement; and that the word "Lease" wherever used in the Lease, unless otherwise indicated or required by the context, shall include this Supplemental Lease.

3. Subject to the provisions of this Supplemental Lease, all the covenants, agreements, terms and stipulations contained in the Lease dated the 1st day of May, 1957, shall remain in full force and effect and binding upon the Railroad Company.

4. This Supplemental Lease shall be simultaneously executed in the same number of counterparts as the original Lease, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be executed as of the day and year first above written.

Signed, sealed, acknowledged
and delivered in the presence
of:

E. L. Main
M. L. Green

Signed, sealed, acknowledged
and delivered in the presence
of:

E. L. Main
M. L. Green

UNITED STATES TRUST COMPANY
OF NEW YORK

By Willing
ASS'Y. Vice President

Attest: Maun
Assistant Secretary

THE DENVER AND RIO GRANDE
WESTERN RAILROAD COMPANY

By W. B. Stephens
President

Attest: W. B. Stephens
Secretary

STATE OF NEW YORK)
) ss.
BOROUGH OF MANHATTAN)

I, IRENE R. SCOCCA, a Notary Public in and for the State and Borough aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said Borough, do hereby certify that on this 21st day of October, 1966, personally appeared before me within said Borough, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, ELMER WITTING and FRED W. GUNDERSDORF, each to me personally known and known to me to be respectively the Assistant Vice President and the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Assistant Vice President and Assistant Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said ELMER WITTING and FRED W. GUNDERSDORF, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge, in the presence of said witnesses, that the said ELMER WITTING resides in the City of Elizabeth, State of New Jersey, and that the said FRED W. GUNDERSDORF resides in the City of Tenwick, States of New Jersey; that the said ELMER WITTING is the Assistant Vice President and the said FRED W. GUNDERSDORF is the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Assistant Vice President and Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Trustees of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Assistant Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed by name and affixed my official seal as such notary public, in the said Borough of Manhattan, and State of New York, this the

day and year in this my certificate first above written.

My commission expires _____.

Irene R. Scocca
Notary Public

IRENE R. SCOCCA
NOTARY PUBLIC, STATE OF NEW YORK
No 41-823475
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1968

(SEAL)

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED and I do hereby certify that on this 21st day of September, 1966, before me a Notary Public duly commissioned, qualified and acting for said State, City and County, personally came and appeared before me in the City and County of Denver, G. B. Aydelott and W. G. Prescott as President and Secretary of The Denver and Rio Grande Western Railroad Company, to me personally known and known to me to be such officers respectively and the individuals described and named in and the identical persons who subscribed their names to and whose names are subscribed to and who executed the within and foregoing instrument of writing as such officers respectively in my presence; and the said G. B. Aydelott and W. G. Prescott, and each of them, duly acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of The Denver and Rio Grande Western Railroad Company and that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said G. B. Aydelott is the President of said corporation and the said W. G. Prescott is the Secretary thereof; that by authority of said corporation they respectively subscribed their names thereto as President and Secretary and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of September, 1966.

My commission expires June 13, 1970.

Helen R. Broderick
Notary Public

(SEAL)

SUPPLEMENTAL AGREEMENT, dated as of the 15th day of September, 1966, by and between UNITED STATES TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Railroad Company"), of the second part, WITNESSETH:

WHEREAS, pursuant to an agreement dated as of the 1st day of May, 1957, (hereinafter called the "Agreement"), by and between Charles J. Paine and Elmer Witting, Vendors, United States Trust Company of New York, Trustee, and The Denver and Rio Grande Western Railroad Company (Interstate Commerce Commission recordation No. 1175, April 22, 1957), the Vendors acquired the railroad equipment (therein called the "Trust Equipment") specifically described in the Lease of Railroad Equipment from the Trustee to the Railroad Company dated as of the 1st day of May, 1957 (hereinafter called the "Lease"), prefixed to the Agreement, the Agreement and Lease constituting Denver and Rio Grande Western Railroad Equipment Trust, Series V, and the Vendors have sold, assigned, transferred and set over unto the Trustee all of the said Trust Equipment pursuant to the terms and conditions of the Agreement; and the Trustee has leased all of said Trust Equipment to the Railroad Company by the Lease hereinbefore referred to; and

WHEREAS, certain units of railroad equipment specifically described in the Supplemental Lease, constituting a part of the Trust Equipment described in the Lease, have been destroyed and in substitution therefor and in place thereof the Trustee has leased to the Railroad Company, subject to the terms and conditions of the Lease and the Supplemental Lease, the Substituted Equipment specifically described in the Supplemental Lease; and

WHEREAS, the parties hereto desire to make provision for the transfer of the Substituted Equipment to the Trustee under the Agreement:

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Railroad Company hereby agrees to sell, assign, transfer and set over unto the Trustee, as Trustee for the bearers

and registered holders of the Trust Certificates described in the Agreement, the Substituted Equipment described in and leased to the Railroad Company by the Supplemental Lease, prefixed hereto, when the Substituted Equipment is constructed and completed. The Railroad Company will deliver, or cause to be delivered, the Substituted Equipment when constructed and completed to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Railroad Company, and the certificate of any and every agent so designated shall be conclusive evidence of such delivery. The Trustee and the Railroad Company, simultaneously with the execution of this Supplemental Agreement, have executed and delivered the Supplemental Lease.

2. The term "Trust Equipment", wherever used herein and in the agreement, unless otherwise indicated or required by the context, shall include the Substituted Equipment leased to the Railroad Company by the Supplemental Lease; the word "Lease" wherever used herein and in the Agreement, unless otherwise indicated or required by the context, shall include the Supplemental Lease; and the word "Agreement", wherever used in the Agreement, shall include this Supplemental Agreement.

3. The Trustee and the Railroad Company covenant and agree faithfully to keep and perform, in respect of the Trust Equipment which the Railroad Company has herein agreed to sell, assign, transfer and set over unto the Trustee as Trustee for the bearers and registered holders of the Trust Certificates, and of all other matters covered by this Supplemental Agreement, all the agreements and to do all the things which by the terms of the Agreement are by the Trustee and the Railroad Company, respectively, to be kept, done and performed, in all respects as though the provisions hereof had been originally included in the Agreement.

4. Subject to the provisions of this Supplemental Agreement, all the covenants, agreements, terms and stipulations contained in the Agreement shall remain in full force and effect and binding upon the respective parties.

5. This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad Company have caused their names to be signed hereto by duly authorized

officers, and sealed with their corporate seals duly attested, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

E. J. Paine
[Signature]

Signed, sealed and delivered
in the presence of:

E. L. Main
M. L. Green

UNITED STATES TRUST COMPANY OF
NEW YORK

By [Signature]
ASST. Vice President

Attest: [Signature]
Assistant Secretary

THE DENVER AND RIO GRANDE WESTERN
RAILROAD COMPANY

By [Signature]
President

Attest: [Signature]
Secretary

STATE OF NEW YORK)
) ss.
BOROUGH OF MANHATTAN)

I, IRENE R. SCOCCA, a Notary Public in and for the State and Borough aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said Borough, do hereby certify that on this 21st day of October, 1966, personally appeared before me within said Borough, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, ELMER WITTING and FRED W. GUNDERSDORF, each to me personally known and known to me to be respectively the Assistant Vice President and the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Assistant Vice President and Assistant Secretary respectively in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and the said ELMER WITTING and FRED W. GUNDERSDORF, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge, in the presence of said witnesses, that the said ELMER WITTING resides in the City of Elizabeth, State of New Jersey, and that the said FRED W. GUNDERSDORF resides in the City of Teaneck, States of New Jersey; that the said ELMER WITTING is the Assistant Vice President and the said FRED W. GUNDERSDORF is the Assistant Secretary of United States Trust Company of New York, one of the corporations described in and which executed the within and foregoing instrument in writing; that they, the said Assistant Vice President and Assistant Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto and that said instrument was signed, sealed and executed in behalf of said corporation by order and authority of the Board of Trustees of said corporation, and that they and each of them signed their names to the foregoing instrument in their respective capacities as Assistant Vice President and Assistant Secretary in behalf of said corporation by like order and authority, and were authorized to execute said instrument; that they signed, sealed, executed and delivered the said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and they severally duly acknowledged to me said instrument to be the free act and deed of said corporation and that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed by name and affixed my official seal as such notary public, in the said Borough of Manhattan, and State of New York, this the

day and year in this my certificate first above written.

My commission expires _____.



Notary Public

IRENE R. SCOCCA
NOTARY PUBLIC, STATE OF NEW YORK - -
No 41 8885475
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1968

(SEAL)



STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

BE IT REMEMBERED and I do hereby certify that on this 21st day of September, 1966, before me a Notary Public duly commissioned, qualified and acting for said State, City and County, personally came and appeared before me in the City and County of Denver, G. B. Aydelott and W. G. Prescott as President and Secretary of The Denver and Rio Grande Western Railroad Company, to me personally known and known to me to be such officers respectively and the individuals described and named in and the identical persons who subscribed their names to and whose names are subscribed to and who executed the within and foregoing instrument of writing as such officers respectively in my presence; and the said G. B. Aydelott and W. G. Prescott, and each of them, duly acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of The Denver and Rio Grande Western Railroad Company and that the same was thereunto affixed by the authority of said corporation; that said instrument was by like authority subscribed with its corporate name; that the said G. B. Aydelott is the President of said corporation and the said W. G. Prescott is the Secretary thereof; that by authority of said corporation they respectively subscribed their names thereto as President and Secretary and that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of September, 1966.

My commission expires June 13, 1970.

Helene R. Broderick
Notary Public

(SEAL)